

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| e-Rewards, Inc. | | 04/27/2009 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Brierley Group | | |
| Street Address: | 8401 North Central Expressway | | |
| Internal Address: | Suite 1000 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75225 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77666252 | FEAR INDEX | |
| Serial Number: | 77666312 | THE BRIERLEY INSTITUTE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)365-5199 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | (214)365-7501 | | |
| Email: | krowley@e-rewards.com | | |
| Correspondent Name: | Kathleen H. Rowley | | |
| Address Line 1: | 8401 North Central Expressway | | |
| Address Line 2: | Suite 900 | | |
| Address Line 4: | Dallas, TEXAS 75225 | | |
| NAME OF SUBMITTER: | Kathleen H. Rowley | | |
| Signature: | /Kathleen H. Rowley/ | | |

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TRADEMARK
REEL: 003981 FRAME: 0447

Date:

05/04/2009

Total Attachments: 1

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is effective as of the 27th day of April, 2009, by and between e-Rewards, Inc., a Delaware corporation, (the "Grantor"); and The Brierley Group, LLC, a Texas limited liability company (the "Grantee").

WHEREAS, Grantor is the owner of the trademarks FEAR INDEX and THE BRIERLEY INSTITUTE, U.S. Application Nos. 77/666252 and 77/666312 therefore (the "Trademarks");

WHEREAS, Grantee is desirous of acquiring the Trademarks and Grantor is willing to assign it to Grantee pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Grantor hereby assigns, transfers and conveys to Grantee all of Grantor's right, title and interest in and to the Trademarks in the United States, including the right to sue for past infringement, together with the goodwill of the business symbolized by the Trademarks.

2. Binding Effect. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

1412 e-Rewards, Inc.

By: [Signature]
Name: DAVID MELLINGER
Title: CFO
Date: 28 APR 09

The Brierley Group, LLC

By: [Signature]
Name: AROLD M BRIERLEY
Title: CEO
Date: 9/30/2009